

UNIFORM TENDER OF RATES AND/OR CHARGES FOR TRANSPORTATION SERVICES				OBM APPROVAL NO: 029-R0257	
1A. Issuing Carrier, Bureau, Agency or Conference Federal Express Corporation			2A. Tender No. ICC 761		2B. Supplement No. 4
1B. Standard Carrier Alpha Code (SCAC) FDE			2C. Cancels 3		2D. Supplement Nos. that Contain All Changes 4
3. Tendered To: <input type="checkbox"/> US. Government <input checked="" type="checkbox"/> Other (Specify) Department of Defense			4. Issue Date 20040722		5. Effective Date 20040812
					6. Expiration Date 20050219
7. Movement Application <input checked="" type="checkbox"/> From-To <input type="checkbox"/> Between			8. Action Code (Supplements Only) <input type="checkbox"/> Addition <input type="checkbox"/> Deletion <input checked="" type="checkbox"/> Change		9. Carrier/Agent No. (if Any)
10. Freight Classification and Commodity Description					
10A. NMFC/UFC Item No. 999931		10B. Description of Articles (Use Blocks 15 and 17 for Transportation Services) Freight all kinds; except Class 1, Divisions 1.1, 1.2 and 1.3 explosives, fireworks, or chemical munitions; but including other hazardous materials and non-sensitive Class 1, Division 1.4 commodities; and except commodities shown in paragraph 2 of item 265 in the rules publication AFTRP #5; and as defined in the current Federal Express Service Guide			
11A. Origin		(1) SPLC (2) Point Name, County, and State For Shippers Located in Germany			
11B. Destination		See attached Country Listing			
12. Load Application (check appropriate box(es)) <input type="checkbox"/> Load <input checked="" type="checkbox"/> Less Load <input type="checkbox"/> Any Quantity <input type="checkbox"/> Overflow Not Applicable					
13A. Rate or Change See Attachments		13B. Minimum Weight(s) 151 pounds		14. Route (include Carrier Code (SCAC)) Direct FDE - For Pick-Up Call:.....	
15. Protective Services					
()	Service	Charge	()	Service	Charge
	AGS			PSS	
	ESS			RSS	
	DDPS			SSS	
16. Governing Publications The rates, charges, or services shown herein are subject to the publications listed below; The Current FedEx Service Guide and Worldwide Directory					
17. Accessorial Services		17 B. Description of Service and Governing Publication			
17A. Rate or Charge See Attachments		Excludes restricted locations listed in HQ AMC Air Tender Program Memorandum dated 16 June 2004 International Priority Freight Service (IPFS)- For packages over 150 lbs. Maximum Size - 119"L x 70"W x 70"H, 300" length and girth combined			
18. Operating Authority (Note Item 20A.)					
Deregulated		This supplement is to meet new guidelines. All other terms and conditions remain the same. This Tender is for services not covered under VVW contract		Point of Contact: Name: Helmut Montag Phone: 49-6107937175, International Local: 06107-937175 email: hmontag@fedex.com	

19. COMBINATION RATES (Check Appropriate Box)

- ☐ The rates and charges in this tender may be used as factors in the construction of any combination through rates, charges or other provision
- ☐ The rates and charges in this tender may be used as factors to make combination rates and charges to and/or from other points of origin or destination, provided that such other points are not more than thirty (30) highway miles distant from the pertinent point of origin or destination named in this tender. The distance shall be measured from (1) the nearest boundary, in the case of designated commercial zones: (2) the nearest corporate limit, in the case of incorporated communities not in commercial zones: or (3) the nearest post office within other points origin or destination.
- ☒ The rates and charges in this tender may not be used in construction of combination rates or charges

20. GENERAL TERMS AND CONDITIONS**a. Lawful Performance: Operating Authorities**

The carrier(s) represent(s) to the United States that the services provided in this tender will be performed in accordance with applicable Federal, state and municipal laws and regulations and the carrier(s) hold(s) the required operating authority to transport the commodity from, to, or between the places specified in the authorized certificates, permits or temporary operating authorities

b. Charges and Allowances

Except as otherwise provided in this tender, shipments made under the provisions of this tender are entitled to those additional services and privileges as are provided in separately published tariffs or tenders to which the carrier(s) participates, including additional tariff or tender charges, rules and regulations applicable to such services and privileges

c. Payment

Except for shipments covered by item 21(3) or 21(4) below, the carrier shall bill the United States on Standard Form 1113, Public Voucher for Transportation Charges, appropriately supported. Carriers shall send bill to the "Charges to be billed to" address shown on the face of Standard Form 1103, U. S. Government Bill of Lading.

d. References

Where reference is made in this tender to an item, tender, tariff or classification, the reference shall be construed to include the supplement, amendments or reissues of that item, tender, tariff or classification, unless otherwise specified in this tender

e. Cancellation or Amendment of Tender

This tender may be canceled or amended by the carrier(s) on written notice of not less than thirty (30) calendar days, except for shipments made from the original point of origin (or point of importation, where appropriate) before the effective date of the notice and except for any accrued rights and liabilities of either party to the tender. Cancellations or amendments may be made upon shorter notice by mutual agreement between the Government and the carrier(s) concerned.

f. Filing With Regulatory Bodies

The carrier(s) certifies (certify) that, where required, the necessary copies of this tender shall be filed concurrently with the Interstate Commerce Commission as stated in Section 10721(b)(2) of the Interstate Commerce Act, or with other regulatory bodies, as appropriate


g. Alternations and Volume of Traffic

This tender shall not apply where charges for service provided under this tender exceed charges otherwise applicable for the same service. Receipt and acceptance of this tender by the Government shall not be considered as a guarantee to the carrier of a particular volume of traffic described in this tender.

21. CARRIER(S) OFFER AND INSTRUCTIONS

I am (we are) authorized to and offer on a continuing basis to the United States (subsequently called the Government), based on Section 10721 of the Interstate Commerce Act or other appropriate authority, the transportation services described in this tender, subject to the terms and conditions stated in this tender. The property to which rates apply must be shipped by or for the Government (1) on Government bills of Lading; (2) on commercial bills of Lading endorsed to show that such bills of lading are to be exchanged for Government bills of lading at destination or converted to Government bills of lading after delivery to the consignee; (3) on commercial bills of lading showing that the Government is either the consignor or the consignee and endorsed with the following legend: "Transportation under this tender is for the U. S. Government (Name the specific agency, such as the U. S. Department of Defense), and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and are to be reimbursed by the Government", (4) on commercial bills of lading endorsed with the following legend: "Transportation under this tender is for the (Name the specific agency, such as U. S. Department of Defense), and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are to be reimbursed by the Government, according to cost-reimbursable contract No. N/A . This may be confirmed by contacting the agency at N/A ."

22. Signature(s) of Party(ies) Representing Carrier(s)

Issuing Carrier, Bureau, Agency or Conference Federal Express Europe Inc.	Participating Carrier	Participating Carrier
By (Signature and Title of Authorized Officer or Agent)  Marilyn Thomas Worldwide Sales Director	By (Signature and Title of Authorized Officer or Agent)	By (Signature and Title of Authorized Officer or Agent)
Address FedEx Government Sales 6404 Ivy Lane, 5th Floor Greenbelt, MD 20770 301-507-6851	Address	Address

**TENDER OF SERVICE
OF
FEDERAL EXPRESS EUROPE INC.**

Tender No. 761, Supplement 4

1. SERVICE

FEDERAL EXPRESS EUROPE INC. (**FedEx**) under Tender 761, Supplement 4 provides services for the pickup and delivery of Heavyweight Intercontinental Shipments with **package weights higher than 150 lbs** upon the request of the US Forces, US Government Contractors and US Government Agencies from **Germany** to Continental and Intercontinental Locations (see attached countries served list).

2. INTERCONTINENTAL SERVICES

International Priority Freight (IPF)

FedEx IPF Service offers the Department of Defence and US Government Agencies the quickest and most reliable delivery service of packages above 150 lbs to continental and other intercontinental locations.

IPF Service includes

- ☐ Door-to-Door Delivery Service
- ☐ Free Customs Clearance
- ☐ COSMOS Tracking
- ☐ Money-Back Guarantee

International Priority Freight (IPF) Weight and Size Limits

- └ Max Weight - 2200 lbs per package
- └ Max Size - 119" L x 70" W x 70" H, 300" length and girth combined per package
- └ IPF shipments must be booked and require pre-alert (normally 24 hours)

3. SHIPPING DOCUMENTATION

For Non-Document Shipments a FedEx International Air Waybill and a Commercial Invoice are required.

4. CUSTOMS

For US Military/US Government Contractor Shipments (Non-Document) that are being exported from **Germany** to intercontinental locations a FedEx International Air Waybill, Commercial Invoice and AE-302 Form are required. The Air Waybill and Commercial Invoice should have a complete and detailed description of package contents (i.e. „aircraft part, electronic part“ is not acceptable, „directional gyro for F-16, circuit card“ is). For Military Shipments the statement „Military to Military Shipment“ will be annotated on both the Air Waybill and Commercial Invoice which will ease customs clearance at destination clearance port. US Government Contractors will annotate their US Government Contract Number on both the Air Waybill and Commercial Invoice.

5. RATES

To determine the applicable rate scale see attached section. The Destination Rate Scale Index is attached to the applicable country rates. Rates are in local currency and in USD (Note: The USD Rates will be subject to exchange rate fluctuation).

6. BILLING

As a Government Account Shipper, you will receive a comprehensive invoice for services rendered during each billing period. FedEx offers a variety of billing options, including daily or weekly billing.

„Bill Sender“ or „Bill Shipper“ means charges will be billed to Shipper. If „Bill Sender“ is marked on the Air Waybill and no FedEx account number is indicated, FedEx will attempt to determine the correct account number from our records and bill the for all charges and fees. If FedEx cannot determine the correct account number, all charges plus fees will be billed to the sender without an account number, and the Government Rate will not apply.

„Bill Consignee“ or „Bill Recipient“ means charges will be billed to the Consignee or the Recipient. To bill transportation charges to the Consignee, the Consignee must have a valid FedEx account number and this number must be entered in the appropriate section of the Air Waybill. „Bill Consignee“ Shipments are acceptable for carriage to specified locations only. Further information is available upon request. If the Consignee refuses to pay, the transportation charges will automatically be billed to the Shipper.

„Bill Third Party“ means charges will be billed to someone other than the Shipper or Consignee. The Third Party's valid FedEx account number must be entered in the appropriate section of the Air Waybill. If not so entered, or if the Third Party does not make payment, the transportation charges will automatically be billed to the Shipper.

7. ACCESSORIAL CHARGES (SURCHARGES)

Address Correction

A surcharge per correction will be assessed for this service. If correct address cannot be determined and if Recipient cannot be reached, the Shipper will be contacted for address clarification or instruction to return the shipment. In addition to the surcharge, FedEx will not be responsible for meeting the delivery schedule of any shipment with an incorrect address.

Dimensional Weight (Volumetric Weight)

Under current IATA standards dimensional weight is determined by multiplying a Package length x height x width (all in centimeters) and dividing total by 6000. If the result exceeds the actual weight, additional charges may be assessed based on the dimensional weight.

Out of Delivery Area (ODA Surcharge)

On Shipments destined for locations outside FedEx's direct delivery service area an additional charge may be assessed. Please call Customer Service to determine if your Shipment will be subject to ODA Surcharges.

Storage Fee

A surcharge will be assessed to any shipment that is unclaimed or otherwise left in a FedEx location for more than 48 hours following notice to Recipient or designated broker of the Shipment's availability or of additional documentation required for regulatory clearance.

POINT OF CONTACT

Helmut Montag
Government Sales Germany
Federal Express Europe Inc.
Langer Kornweg 34K
65451 Kelsterbach
Phone: +49-6107-937175
Fax: +49-6107-937306
E-Mail: hmontag@fedex.com

FedEx Tender No. 761, Supplement 4
For Intercontinental Heavyweight
Service from Germany

FedEx International Priority Freight

Weight (kg)	A (EUR)	B (EUR)	C (EUR)	D (EUR)	R (EUR)	S (EUR)	T (EUR)	U (EUR)	V (EUR)
71-99 kg	3.24	4.95	6.20	7.20	1.85	1.85	1.85	2.65	3.30
100-299 kg	3.15	4.60	6.10	6.94	1.75	1.75	1.75	2.50	3.15
300-499 kg	2.95	4.50	5.65	6.50	1.75	1.75	1.75	1.89	3.15
500-999 kg	2.84	4.40	5.65	6.50	1.64	1.64	1.64	1.80	3.15
1000+ kg	2.84	4.40	5.65	6.50	1.64	1.64	1.64	1.70	3.15

Countries Served from Germany

<u>Country</u>	<u>Zone</u>	<u>Country</u>	<u>Zone</u>
Austria	T	Malaysia	B
Bahrain	C	Mexico	A
Belguim	R	Netherlands	R
Brazil	D	Norway	U
Canada	A	Panama	D
Chile	D	Philippines	B
Denmark	S	Russia	V
Finland	T	Singapore	B
France	R	Spain	S
India	C	Sweden	T
Indonesia	B	Switzerland	U
Ireland	T	Taiwan	B
Israel	C	Thailand	B
Japan	B	United Arab Emirates	C
Korea, South ^^	B	United Kingdom	S
Luxembourg	R	Venezuela	D

(^^ Excluding Incheon and Seoul)

For Pick-up Call: 0800-1230800

Surcharges:

Address Correction	7.50 EUR
Dangerous Goods	
Accessible	0.90 EUR Per KG, min 60.00 EUR
Inaccessible	0.55 EUR Per KG, min 40.00 EUR
Out of Delivery Area	0.40 EUR Per KG, min 18.00 EUR
Saturday Delivery	15.00 EUR
Increased Liability (per \$100)	0.90 EUR

Dimensional Weight (Volumetric Weight):

The IATA regulation governs volumetric weight. IATA rules are length x width x height in cm divided by 6000 = volumetric weight in kg.

POINT OF CONTACT:

Helmut Montag
Government Sales Germany
Federal Express Europe Inc.
Langer Kornweg 34K
65451 Kelsterbach
Phone: +49-6107-937175
Fax: +49-6107-937306
E-Mail: hmontag@fedex.com